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AN ADDRESS

—DELIVERED BEFORE THE—

Suffolk County Historical Society,

OCTOBER 1ST, 1889,

—BY—

HON. H. P. HEDGES.

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ADDRESS.

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The settlements of Plymouth, Salem, Boston and those adjacent thereto would naturally be fixed by the voyagers on or near the ocean they had crossed and a harbor where supplies could be brought from the country they had left. Thereafter, in the selection of sites at Hartford, Windsor, Wethersfield, Saybrook, New Haven, Gardiner's Island, Southold, Southampton, East-Hampton, other elements complicated the problem. The interior was a wilderness, the home of the savage and the wild beast. The progress of the traveler was slow, dangerous and the road uncertain and hard to keep. The ocean, bay and river were more easily crossed. Colonies located thereon were more easily supplied, visited, succored and defended. In the wilderness, man to man, the hostile Indian might equal the hostile Englishman. On the ocean, bay or river one small vessel of the latter could beat the canoes of a continent. Not by chance or accident, or without careful thought were the early settlements in this country so located that the settlers could be sustained, supplied, visited, succored, defended. Thus fixed, the forest, the stream, the harbor contributed game and fowl and fish to sustain the pioneer. Thus established, he could export surplus products derived from the waters, the air or the earth.

Lion Gardiner, from Saybrook Fort looking over the waters of the Sound, saw with the eye of a soldier, a financier and practical business man the advantageous position of the beautiful isle that to this day bears his name. The Puritans of New Haven, from the heights of East and West Rock, saw over the waters the pleasant shores of Long Island, and very

early, knowing its attractions, its beauty, its health, its abundance, purchased and colonized Southold.

The Puritans of Lynn, embarking with a vessel under the command of Daniel How, left behind the territory of the New England colonies, and, preferring this island as a field of enterprise, settled at Southampton.

The choice of the Puritans who settled in the Hamptons or at Southold is confirmed by the continuing verdict of the ages and of our own time. What attracted them has attracted succeeding generations until the places where they planted their colonies have become the summer resort of thousands.

In the warm controversy concerning priority of settlement of Southold and Southampton I find little attention drawn to the precise question at issue or to the terms of the granting instruments. For these reasons chiefly I submit in the briefest manner my views on this question in the sacred cause of historic truth and historic light. As a native of East-Hampton and non-partisan inquirer I hope to do so free from prejudice or bias. The question is not whether some one individual first located in either town. On that issue the settlement of Gardiner's Island, now in the bounds of East-Hampton, would give priority to that town and exclude both Southold and Southampton. The question is not where a church was first organized. Such organization might be long after the settlement. Neither is it material which town first purchased from the Indians. They might—and did—locate in both towns prior to such purchase. Much less are the Indian deeds material. They are not the purchase, but evidence of a past purchase. The real question is, when was a settlement made in the name of and for the colonizing company by themselves or representatives of their number? Such representatives commissioned to build houses, plant gardens, erect fortifications and accommodations for later arrival of its members, who did arrive, would thereby commence the

settlement. Their occupation would be the actual occupation of the company. Later accessions would not commence, but simply augment the numbers of the colonists. Both Webster and Worcester substantially define the word "settlement" as meaning occupation by settlers on the soil, and I mean it. Under date of March 10, 1639-40, by an agreement for the sale of their vessel to Daniel How, the persons therein named contract for the vessel "for the use of the plantacon," etc.; that "said Daniel shall not sell this vessel without the consent of the majority of the company:" "that the vessel shall be reddey at the Town of Lynne to transport such goods as the undertakers shall appoint—that is to say, three tymes in the year," etc. The tymes were fixed at the first, fourth and eight month. This agreement expressly recognizes the formation of a company to found and plant a colony looking to the establishment of a church, or churches and a town. The vessel owned by the company was dedicated to this purpose and the dedication was recognized and respected in the agreement for sale. In thought, in resolve, in numbers, in means of access and means of support at this date a colony existed. (See Southampton Records, vol. 1, p. 1, etc.) To the eleven undertakers signing this agreement were afterward added eight more signers accepted by them and two more in a final declaration, dated the fourth day of the fourth (probably) month. The patent of James Farrett, agent for the Earl of Sterling, dated April 17, 1640, to "Daniel How, Job Sayre, George Wilbe and William Harker and their associates" gives to them the right "to sitt down upon Long Island aforesaid, there to possess, improve and enjoy eight miles square of land or so much as shall contain the "said quantity," etc. "And that they are to take their choice to sitt down upon as best suiteth them." The rent was to be fixed thereafter by John Winthrop and the inhabitants "at their leisure"

were required to purchase of the Indians having "lawful right" to said land. (Col. Hist. of N. Y., vol. 3, p. 628, new series, vol. 13, old.) By this Farrett patent the grantees and their associates had the option to locate anywhere on Long Island the equivalent of eight miles square. Without deed of specific territory, they had what was better, an option like a modern land warrant to locate covering the whole Island and excluding location by others, until they had selected or been given a reasonable time to select their land. Their grip held all over the territory and excluded all others. As matter of law Farrett could not convey so as to defeat their priority of choice. If he was intelligent and honest he would not try to do it, and as agent for the earl he is presumed to be both honest and intelligent. The emigrants had been tossed on the ocean, unsettled since their arrival, looking for a residence and resting place, standing as if on the tiptoe of expectation. A grant to them of the desired spot "to sitt down" under the simile of a wayworn traveler was a verbal painting of their condition. When in 1660, the Montauk Indians, hunted by the Narragansetts, had been driven to East-Hampton, in the counter bond to their conveyance. they reserved the right "again to sett down" at Montauk as expressive of their desire. (See E. H. Records, vol. 1, p. 174.)

Remembering the dates of the disposal of the vessel and of the patent in March, 1639 and April, 1640 (both meaning 1640,) we find on record an account of the discovery by the Dutch, in the yacht Prince William, of a party of Englishmen attempting settlement at Cow Harbor; an order and expedition of twenty-five soldiers for their arrest, the advice given to surround them "unawares" at break of day, the arrest and march to Fort Amsterdam on the 15th of May, 1640, and the examination of Job Sayre, George Wilbe, John Farrington, Phillip and Nathaniel Kirtland and William Harker, all named among the undertakers aforesaid. The examination of

these six pioneers discloses important facts; exculpating themselves, they admitted or testified that How and Mr. Farrett cut down "the arms of the State;" that these two had gone to Red Hill, (New Haven) with the sloop that landed them, with their commission," meaning, probably, their deed of conveyance; that they (the witnesses) left, on their arrest, "two men and one woman and a child there to take care of their goods;" that they "had built a small house and were building another," not finished; that they came "to plant and build dwellings;" that "it was intended that twenty families should come; and if the land was good they expected a great many people." These men were discharged on the 19th May, 1640, then signing a writing reciting their coming to settle on the territory of the States General "without knowing the same, being deceived by Mr. Farrett. Scotchman," and a promise to remove from the territory "Immediately," [Vid. Col. Hist., vol. 2, p. 146, etc.] It is undisputed that an attempt to settle was made and defeated. Expelled from Cow Bay the eight men must take care of their goods, find their vessel and report to Howe and Farret. Where? At New Haven. There was their little vessel and there had gone Howe, the captain, and Farret, the agent, who had "deceived them." Howe was as much interested in founding colonies as Farret. Thereby freights and profits multiplied. He was proprietor in many purchases to that end. He was acquainted in New Haven and at home there on his vessel as much as anywhere. Subsequently both Howe and his son Jeremy removed from Lynn there. [See "History of Lynn" by Lewis and Newhall pp. 124 and 175.] Farret without doubt, went wherever called by interest and, without any fixed residence or strong ties elsewhere, could at New Haven overlook the territory in his charge better than at either Lynn or Boston, where sometime he was. The circumstances look to the continuance of the vessel and these men with her for a time in

the harbor of New Haven. Until the success or failure of the expedition was known, Lynn was too remote a waiting place and Cow Bay rather near for both Howe and Farret, who were liable to arrest knew it. After this expulsion the expelled settlers would naturally, with their goods, rejoin the vessel at New Haven and claim that Farret should repay them the cost of transportation or barge hire and in his next patent, locating the territory purchased, he did agree to pay it. By deed dated June 12, 1639 (meaning 1640) Farret conveyed to Edward Howell, Daniel How, Job Sayre and their associates all lands "lying and being bounded between Peaconeck and the easternmost point of Long Island, with the whole breadth of said island from sea to sea, with all land and premises contained in said limits, excepting those lands already granted to any person by me." * * * "in consideration of barge hire, besides they being drove off by the Dutch from the place where they were by me planted, to their great damage, and with a competent sum of money in hand, paid before the ensealing and delivery of these presents, all amounting to four hundred pounds sterling." By instrument dated August 20, 1639 (meaning 1640,) Lord Stirling confirmed this conveyance of June to Howell and others and also sales by Farret to John, Thomas, and Edward Farrington and Matthew Sunderland [Colonial History," Volume III., pp. 21 and 22] Farret, by his power of attorney, had authority to make a first choice in the land covered thereby to the extent of 12,000 acres, and in pursuance thereof had chosen Robbins Island and Shelter Island, sometimes called Farret's Island and hence the exception in his grant to Howell. [Vide Thompson's "History Long Island," Volume II, 118 page. Thus by the deed of June Farret becomes a witness of this attempt to settle, in his own language, "where they were by me planted"—a witness to the expulsion, the payment of "barge hire," the large consideration of £400, and by his

deed is estopped from denying these facts. Dutch and English alike were extending their settlements to fortify by possession conflicting territorial claims. If Farret designed to plant this company at the West as an intended barrier preventing Dutch aggression and protecting contemplated settlements further East, as is probable, he knew and anticipated the danger of expulsion. He knew the necessity that his vessel should be near at hand if his experiment failed and Howe knew the like. We prove this sloop to be at New Haven, not Lynn, with urgent motives to remain there and await results. It is there that the pioneers expelled from Cow Harbor probably rejoined the captain, Howe, a co-owner and proprietor, and Farret, the agent, with their "provisions" and planting and carpenter's tools, and from thence they probably pursued their voyage. No evidence is known showing a return to Lynn or any necessity thereof before effecting a settlement. Farret's deed in June was probably a deed to a company then located on the ground between "Peconic"—an Indian settlement at the head of the Bay [Vide "Colonial History of New-York," Vol. 3, p. 600]—"and the easternmost point of the island." The indignant reproaches of the company would constrain Farret to quiet them forthwith by a satisfactory deed. All the circumstances look that way.

There is every presumption for the continuance of the voyage and location at this date, and the burden of proof to the contrary is on those denying it. Right here let me say that this deed of June not only covers Southampton, but in the main, with the exception of the pre-empted islands Farret chose, might cover Southold by the terms, "With the whole breadth of the island from sea to sea." Certainly if Southold had been purchased this deed should not have been bounded so as to include "the whole breadth of the island." In this view the deed of June is evidence of the Southampton purchase, and . more, is evidence that this purchase was anterior

to because inconsistent with a co-existent or anterior purchase of Southold territory as a town. In referring to the instrument of June as a deed I use rather popular freedom than legal strictness. The deed of April was the deed relied on as the deed or conveyance by the settlers, accepted as such by all parties and shown to be such by the indorsement of Winthrop thereon fixing the amount of rent to be paid yearly to the Earl of Stirling "Made and dated 20, 8, 1641."

It will be clearly understood that I do not mean to say all the settlers were then there or that a church was organized or civil government instituted, but do mean to say that these pioneers expelled from the West did establish themselves at Southampton in June and then and there build houses for their coming associates, just as they had built before at the place of expulsion. The delay made it more imperative to hasten the settlement in Southampton. The option in the first deed covered all the island, and strictly no new deed was required, but simply an agreement of the parties on the location of the optional tract. The location naturally would be fixed by view of the parties on the spot, and acquiescence in the location by evidence in writing would not be given until after this view. While the deed of June 12 did not absolutely limit the eight miles square, except to prevent locating west of Peconic, it seems to have been made in confirmation of that in March, which was really the deed of premises undefined until the June writing defined them, probably after view thereof. The option "to sitt down" in April would not call for the locating instrument in June until the grantees had "sitt down."

The journal of John Winthrop singularly confirms the view suggested. Under date of 1640, fourth month (that is June,) it recites the purchase of land at the west end of the island; the agreement for the Indian right there; the commencement of building by ten or twelve men "with provisions;" the ar-

rest and discharge, and then those words; "Upon this the same men, on finding themselves too weak and having no encouragement to expect aid from the English, desisted that place and took another at the east end of the same island, and being now about forty families they proceeded to their plantation and called one Mr. Pierson, a godly learned man and a member of the church of Boston, to go with them." Consider: this contemporary witness, knowing all the history of these events, in his journal of June, 1640, speaks of this settlement by the Lynn men at the end of the island as an accomplished fact. Confirmed by circumstances and by this competent witness, the evidence of settlement in June, 1640, would seem to be conclusive. By "settlement," I mean the actual occupation of the premises conveyed or part thereof by the company of grantees or a part thereof in their name for them. In that sense, in June, 1640, the Town of Southampton was settled.

The Southold claim for priority of settlement is based on four grounds:

I. Southold is older by purchase of the Indians.

II. Southold is older by renting, purchase and improvement of lands.

III. Southold is older by its union in civil government.

IV. Southold is older by its organized church.

I. It is conceded that the settlement of both towns preceded the Indian purchase. [See "Whitaker's History," page 39.] The deed of December 13, 1640 for Southampton recites a previous payment of part consideration. A deed is not a purchase, but is evidence of a previous purchase. Conceding a purchase of Southold in August, it is not evidence of settlement prior to June, 1640, and is no conclusive evidence of purchase there anterior to the Southampton purchase.

II. It is claimed that Matthew Sunderland was settled in Southold in 1639 and that Richard Jackson's deed from Far-

ret, dated August 15, 1640, and building a house and sale of house and land to Thomas Weatherby, mariner (and, I think, judging from location, a pilot,) by deed dated October 25, 1640, both indicate a prior settlement in Southold anterior to that in Southampton. But this deed from Farret to Jackson in August is antedated by Farret's deed for Southampton in June, and proves the priority of Southampton if it proves anything. Sunderland's settlement in Southold is a claim based upon a supposed lease of land there and payment of rent. On pages 201-2-3-4, Vol. 1, Southold Town Records, are recorded two leases, both dated June 18. 1639, from Farret to "Matthew Sunderland Seaman. at Boston, in New England." The land leased is in Oyster Bay and on the sides of Oyster Bay Harbor, and not in Southold. One receipt is for rent of land at "Oyster Bay," the other for rent of land at "Boston Bay," possibly an error for Oyster Bay. Neither receipt nor any known receipt of the dates named shows payment of rent for land leased in Southold. In the Colonial Records, Vol. 14, old series, Vol. 3, new series, p. 500, it appears that this rent paid was for land in Oyster Bay. The leases, therefore, are affirmative evidence that Sunderland was then not in Southold, but a "seaman at Boston" locating afterwards at Southold, precisely when is uncertain. The confirmation of Farret's conveyances by Lord Stirling, including those to Howell and others and Sunderland, purporting to be dated August 20. 1639, confirms his Oyster Bay purchases, and so far as we know nothing in Southold. This date, 1639, evidently is a mistake for 1640, made, perhaps, in copying, and is corrected by the date of deed of Farret of the 17th April. The same error in the year occurs in the deed of June 12.

III. Since the authorities of New Haven took title to the original site and territory of Southold, and it became thereby an integral part of the mother colony, of necessity its union

therewith followed. But neither union nor settlement prior to June 1640, appears.

IV. The formation of the Southold Church in October antedates that of Southampton in November, 1640, about one month—the former in New Haven, the latter in Lynn.

A settlement on the soil may or may not antedate a church organized elsewhere to locate there and is inconclusive on the question.

In respect to its union with the mother colony and the formation of its church. Southold sustains her priority; in respect to actual occupation of the soil by planters, with intent to found both church and town in the name of and for the company and building, clearing, planting and preparing therefor; in respect to the ownership of a vessel to further the settlement of the projected colony and augment its numbers; in respect to the written constitution of undertakers as early as March 1640—in all these essential elements which may fairly constitute the settlement not of one or two individuals as such, but of a community, the Town of Southampton, in truth, is entitled to priority.

WOOD'S HISTORY.

Silas Wood, dating the settlement of Southold prior to that of Southampton, expressly states that the settlements of the English towns are by him dated from "their respective purchase of the natives" (p. 13.) Dating from the Indian deeds he fixes the settlement of Southold in October, and Southampton in December, 1640 (p. 10 and 13.

PRIME'S HISTORY.

Prime, assigning the priority to Southold (p. 64,) states that he dates the origin of the towns, etc., "from the time of the actual association of their respective inhabitants into a community for the exercise of civil or ecclesiastical government," *ib.* While the tests assumed by Wood and Prime are inconsistent with each other, they are inconsistent with the

acts. The constitution written in the cabin of the *Mayflower* and the constitution of the undertakers of Southampton preceded actual settlement, and the settlement of both Southold and Southampton antedates the Indian deeds. Wood and Prime state no attested fact contradicting the occupation, as herein claimed. The third patent of Farret, limiting the eight miles square to "grounds layed out and agreed upon," is recited in Thompson vol. 1, p. 328, and the date there omitted is given in Prime as July 7, 1640 (vid. p. 192.) The minute specification of boundaries in this deed at the west of Shinnecock, "where the Indians draw over their canoes," and at the east, "including the east line of the neck or island over against Farret's Island," argues an acquaintance with localities probably unknown, except to settlers on the spot, and this reference in Prime makes him an unconscious and therefore more weighty witness against the statement of his history

THOMPSON'S HISTORY.

In the first edition of Thompson he admitted the priority of Southold.

In the second edition, after more deliberation, he recites the *Journal* of Winthrop, as authority and makes no such admission, Vol. I, p. 324, and on. Hence he is a weighty witness to the prior claim of Southampton.

BAYLES' HISTORY OF SUFFOLK COUNTY.

Bayles, speaking of the expulsion from Cow Bay of the adventurers, says: "Some time during the month of June" (they) "commenced the settlement of Southampton," p. 305. Of Southold he writes: "The first settlement of this town was made in September, 1640," p. 360.

MUNSELL'S HISTORY OF SUFFOLK COUNTY.

In the very careful examination of this question by William S. Pelletreau, as impartial as careful, the results reached are that "there can no longer be any doubt that Southampton was settled in June 1640." See article Southold, p. 9. The deeds

of Farret to Jackson and Jackson to Weatherly, recorded in Southold records, vol. 1, pp. 112, 113, are dated 1640 and not 1639. Pelletreau fails to find any evidence of settlement of Southold as early as June, 1640.

MOORE'S INDEX.

No more thorough or careful antiquarian of Southold is known than Charles B. Moore. He writes of Minister Young : "1640, October, organized a church at New Haven to be located at Southold."

HOLMES' ANNALS.

Holmes, writing of the expulsion, says : "The adventurers now removed to the east end of the island, where, to the number of forty families, they settled the Town of Southampton." p. 314.

HUBBARD'S HISTORY OF NEW ENGLAND.

Hubbard's recital after the expulsion implies an immediate removal and settlement at the east end of the island and Note 1 thereto at the foot of the page dates the settlement thus : "I, in June, 1640."

OGILBY'S HISTORY OF AMERICA.

This book was printed in London in 1671, and while living men knew the facts. On page 161 we read : "About the year 1640 by a fresh supply of people that settled in Long Island was there erected the twenty-third town called Southampton, by the Indians Agawom," which gives priority as a town in number earlier than is given to Southold, and the same priority is given in Edward Johnson's "Wonder Working Providence." See chapter XVIII of "The Planting of Long Island," and in Lechford's "Plain Dealing or News from New England," p. 101.

BRODHEAD'S HISTORY OF NEW-YORK.

This historian, reciting the expulsion, writes of it as leading "to the immediate settlement of the town of Southampton," vol. 1, p. 300.

This examination, prompted by no narrow, no illiberal, no jealous spirit, concluding in finding priority of settlement at Southampton, finds priority of union and ecclesiastical government at Southold. At the expiration of nearly two and a half centuries the organizing supremacy of Southold, the radiant genius of her great lawyers, the profound learning of her accomplished historian, the varied attainments of her efficient journalists, are undimmed. From her ample domains were carved the towns of Shelter Island and Riverhead, organized as at this day. Within these two towns flourish the free and self-sustaining institutions of church and state. Within the remaining limits of the ancient Town of Southold her organizing genius has upheld these institutions and created within herself a company for insurance, a bank for savings and two for circulation, all ministering to the prosperity of her people; all conducted with consummate wisdom and sterling honesty, all enlarging their sphere of operation on no uncertain basis. To the learning, the wisdom, the patriotism, the courtesy, the unfading honor of the old town and her sons. we pay our willing tribute with our parting word :

“Let foplings sneer, let fools deride,
 Ye heed no idle scorner-
 Free hands and hearts are still your pride,
 And duty done your honor.
 Ye dare to trust, for honest fame,
 The jury time empanels,
 And leave to truth each noble name
 That glorifies your annals.”



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